


## RELEASE IN FULL AND INDEMNIFYING AGREEMENT

1. For that consideration specifically set forth in subparagraphs (A) through (E) of Paragraph 2 of this Instrument and no other consideration, Angelo Jacques, and his agents, heirs, successors, assigns, personal representatives, employees, and any persons or parties subrogated to his rights and any persons or parties having any rights of representation through him, (all of whom are referred to collectively as Releasor), forever release and discharge Northern New Mexico College and its respective heirs, predecessors, successors, assigns, agents, employees, employers, insurers, and all persons, firms, and attorneys, (all of whom are referred to collectively as Releasees) from any and all claims, demands, damages, suits or causes of action of any kind or nature arising out of or in any way related to any financial, mental, physical, emotional, psychological and psychiatric damages and injuries sustained by Jacques as a result of retaliation or any other alleged wrongdoing by the Releasees, including those of which are or could have been the basis for a claim which was filed in the First Judicial District Court for Rio Arriba County, Case No. D-117-CV-2014-00278, entitled *Angelo Jacques v. Northern New Mexico College*.
2. The consideration for this Release is as follows:
  - A. Releasor shall receive as full and final settlement the total sum of Two Hundred Forty Five Thousand Dollars, (\$245,000.00), which sum includes, but is not limited to, payment for all alleged injuries and damages, including but not limited to amounts for lost past and future wages, statutory damages, actual damages, loss of equity, consequential damages, pain and suffering and all other damages costs, and other expenses as well as attorney's fees and costs of every kind and nature related to or arising from the incidents and events more particularly described in Paragraph 1 above, and which sums are paid on behalf of all Releasees in exchange for which, Releasor fully releases and discharges all Releasees as set forth in Paragraph 1 of this instrument.
  - B. Within twenty (20) days following execution of this Agreement, payment will be made on behalf of the Releasees to Jacques in the amount of Two Hundred Thousand Dollars and no/100 (\$200,000.00). An additional payment of Forty-Five Thousand Dollars and no/100 (\$45,000.00) shall be made on behalf of the Releasees to Jacques between July 1, 2016 and July 15, 2016.

- C. As additional consideration, the Releasees agree to be solely responsible for payment to the Mediator James Hall of his fee for the April 19, 2016 mediation in this matter.
- D. Releasor shall fully release and indemnify Releasees as provided in this instrument and shall forever forebear and refrain from filing any action, claim or lawsuit of any kind whatsoever against Releasees for anything related to or arising from those incidents and events more particularly described in Paragraph 1 of this instrument. Releasor agrees to indemnify and fully protect the Releasees from any liens, subrogation claims, and reimbursement claims, being made through, or on his behalf, by any insurer, attorney, or other persons or entities, for any monetary sums, investigation costs, attorney's fees, or medical bills, as a result of, arising from, or in any way connected with Releasor's employment by Northern New Mexico College. Releasor affirms and attests that he is not now aware of any claim that has been, or will be, asserted by any lienholder or subrogor to recover any sum from Releasees arising from his claims in this case. Releasor further affirms and attests that he is not aware of any such liens that would exceed the dollar amount of the settlement in this matter.
- E. The parties, by and through their attorneys, shall take such action as may be necessary to file a Motion and Order of Dismissal indicating that the Complaint filed in the above referenced case on August 4, 2014, is dismissed with prejudice.
3. It is understood and agreed that this Release includes any matters related to or inherent in the issues in said Case No. D-117-CV-2014-00278, including any claim, demand, action or cause of action which could have been asserted for any obligation arising out of contract, tort, statute, warranty, strict liability, and punitive or exemplary damages, or otherwise, which could have been asserted in the pleadings.
4. Releasor understands and agrees that Releasor is fully responsible for any and all taxes, including federal, state and/or local income taxes, that are or may be due on the settlement proceeds of \$245,000. Releasor covenants and agrees to indemnify and hold harmless the Releasees from any and all tax liability that may be assessed on the remaining settlement amount by any taxing authority, including any and all costs and attorney's fees incurred by the parties as well as any penalties or interest assessed arising from any tax liability.
5. Releasor hereby acknowledges full settlement and satisfaction of all claims of any kind or character which he may have against the parties released by reason of the alleged damages, losses or injuries.

6. Releasor further understands that Releasees, by agreeing to this compromise and settlement, do not admit any liability of any kind and that liability has at all times been denied, and that Releasees claim the settlement evidenced by this Instrument is a compromise to avoid further expenses of litigation and to terminate all controversy and claim against Releasees of any nature, known or unknown, including further developments in any way growing out of or connected with the incidents or matters described more particularly in Paragraph 1 of this Instrument.
7. Releasor expressly represents and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered by Releasor, compensation for all known and unknown damages sustained by Releasor as a result of the alleged incidents and events are included in the consideration paid for this Release and that no further claim can or will be made.
8. The Parties agree that for six months following the execution of this Agreement, they will make no disclosure of any kind concerning this Agreement, including without limitation, the terms of this Agreement or the consideration provided to any person or organization, other than as reasonably necessary to enforce or comply with the terms of this Agreement, the Parties' financial/tax advisors, or as required by court order or law. The Parties agree that the terms of this paragraph shall be enforceable by a court and that violation of them shall subject violators to sanction, including contempt of court. If asked by any person about the status or resolution of the Lawsuit, Jacques may respond, "No comment" or "The lawsuit has been settled to the satisfaction of the parties" and may provide no other information about the terms of the settlement.
9. The parties agree that if the College is asked for a job reference for Jacques, it will provide a neutral reference, informing the requester only of Jacques' dates of employment and position held and that it is the College's practice not to supply any other information in response to a request for a reference.
10. Releasor further agrees that this Release in Full and Indemnifying Agreement shall be binding upon his heirs, executors, personal representatives, administrators, assigns, agents, employees, and any and all persons or entities which are or may be subrogated to the rights of the Releasor, or which may have any rights of representation through the Releasor. All agreements and understandings between the parties are embodied and expressed herein and the terms of this Release are contractual and are not a mere recital.

11. RELEASOR HAS FULLY READ THE FOREGOING RELEASE AND INDEMNIFYING AGREEMENT, FULLY UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

  
ANGELO JACQUES

STATE OF NEW MEXICO)  
COUNTY OF Dona Ana ) ss

The foregoing Release in full and Indemnifying Agreement was acknowledged, subscribed, and sworn to by Angelo Jacques, Releasor before me this 05 day of may 2016, who is known to me.

  
NOTARY PUBLIC

My Commission Expires:

12/30/17

